

Attorneys for Def. Fluor Hanford, Inc.

Michael B. Saunders
Halvorson Saunders & Willner, P.L.L.C.
999 Third Avenue, Suite 3800
Seattle, WA 98104
TEL: (206) 386-7789
FAX: (206) 386-7856
msaunders@halvorsonsaunders.com

UNITED STATES DISTRICT JUDGE
The Honorable LONNY R. SUKO

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF WASHINGTON

Duane E: Travis,)	Case No.: CV-06-5017-LRS
Plaintiff)	
vs.)	Protective Order
Fluor Hanford, Inc., a Washington)	Pursuant to Stipulation of the Parties
Corporation)	
Defendant)	
)	

THIS MATTER came before the Court on the parties' Stipulated Motion for Protective Order. The Court has been fully advised.

THE COURT FINDS:

1. Good cause exists for granting the stipulated motion and issuing a protective order.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

1. The Court GRANTS the parties' stipulated motion.
2. When used in this Order, the word "documents" means all written, recorded or graphic matter whatsoever, including, but not-limited to, interrogatory answers, demands to admit and responses thereto, documents produced by any

**Protective Order Pursuant to
Stipulation of the Parties - 1 -**

HALVORSON SAUNDERS & WILLNER, PLLC
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1 party or non-party in this action whether pursuant to Fed. R. Civ. P. 34,
2 subpoena, or by agreement, deposition transcripts and exhibits, and any portions
3 of any court papers which quote from or summarize any of the foregoing.

4 3. All documents, as that term is defined in paragraph 2, shall be used solely for
5 the prosecution and/or defense of this action.

6 4. Any party or non-party producing documents in this action which contain or
7 disclose trade secrets, unpublished financial data, technological developments,
8 pricing or cost information, production or sales forecasts or strategy, the terms
9 of executory contracts, commercially sensitive information of a non-public
10 nature, confidential employee and personnel information and documents,
11 confidential healthcare or mental healthcare information and documents, and
12 other confidential and sensitive materials of similar nature may designate such
13 documents as confidential, which documents shall be so marked.

14 5. Confidential documents may be referred to in interrogatory answers,
15 motions, briefs, and may be used in depositions and marked as deposition
16 exhibits in this action. However, no such document or testimony shall be used
17 for any of these purposes unless it, or the portion of the court paper in which it
18 is revealed, is appropriately marked confidential and, if filed, filed under seal
19 with the Clerk of the Court.

20 6. Except with the prior written consent of the party or non-party asserting
21 confidential treatment, no document designated as confidential and no
22 information contained therein may be disclosed to any person other than:

- 23 a. The parties in this action and their counsel, including Fluor's
24 outside attorneys and in-house counsel.

b. Secretaries, paralegal assistants, and other employees of such counsel who are actively engaged in assisting counsel in the preparation of these actions.

c. Counsel for the United States Department of Energy (DOE) and other appropriate officials of DOE who are involved in litigation review, together with the secretaries, paralegal assistants, and other employees of such counsel and officials.

d. Persons noticed for depositions or designated as trial witnesses and their counsel to the extent deemed necessary by counsel for the witnesses' preparation for testimony. Such persons shall be provided with a copy of this order and advised that they are bound by it.

7. Confidential documents may be shown to outside consultants and experts retained for the purpose of assisting in the preparation of this action upon the following terms and conditions:

a. Before making disclosure, the party must obtain an agreement in writing (per the form attached as Exhibit A) from the outside expert or consultant designating the documents or materials to be disclosed with particularity, and reciting that he or she has read a copy of this Protective Order and agrees to be bound by its provisions; and

b. If the Court requires that the identity of outside experts and consultants be disclosed, a copy of all agreements to be bound which have been executed by such persons shall be furnished to all parties requesting same.

8. Confidential documents may be disclosed to employees of parties involved solely in one or more aspect of organizing, filing, coding, converting, storing or

1 retrieving data and/or designing programs for handling data connected with
2 these actions, and to employees of third party contractors performing one or
3 more of these functions for one or more parties.

4 9. Confidential documents may be disclosed to counsel who (1) file an
5 appearance for any party in this action; and (2) are actively engaged in the
6 preparation of this action, but only on the conditions that such counsel shall not
7 use, directly or indirectly, any information from the confidential documents of
8 another party or non-party in connection with any commercial or legal activity
9 not directly involved with the prosecution or defense of this action or otherwise
10 violate the provisions herein.

11 10. Except for counsel for the parties in these actions and outside experts and
12 consultants covered by the provisions of paragraph 6 hereof, no person
13 authorized under the terms hereof to receive access to confidential documents
14 shall be granted access to them until such person has read this Order and agrees
15 in writing to be bound by same (per the form attached as Exhibit A). Counsel
16 shall be responsible for maintaining a list of all persons to whom such
17 documents are disclosed as well as copies of agreements signed by them. For
18 good cause shown, such list and agreements shall be available for inspection by
19 counsel for other parties upon order of this Court.

20 11. Whenever a party objects to the designation of a document as confidential, it
21 may apply to the Court for a ruling that the document shall not be so treated,
22 giving notice to the party or non-party producing the document. Until this
23 Court enters an order changing the designation, the document shall be given the
24 confidential treatment initially assigned to it and provided for it in this Order.
25

12. The Clerk is directed to send a copy of this Order to counsel of record for each party to this action.

13. The provisions of this Order shall not terminate at the conclusion of these actions. Documents designated confidential and all copies of same (other than exhibits of record) shall be returned to the party or person producing such documents when this action is concluded.

14. Nothing in this Order shall prevent any party or non-party from seeking modification of this Order or from objecting to discovery that it believes to be otherwise improper.

DATED this 9th day of November, 2006.

s/Lonny R. Suko

Lonny R. Suko
United States District Judge

Presented and approved by:

Halvorson Saunders & Willner
Attorneys for Def. Fluor Hanford, Inc.

Law Office of Edwin R. Burkhardt
Attorney for Plaintiff Travis

BY: S/Michael B. Saunders
Michael B. Saunders, WSBA #22230

BY: S/Edwin R. Burkhardt
Edwin R. Burkhardt, WSBA #33447

EXHIBIT A

AGREEMENT OF EXPERT OR CONSULTANT TO BE BOUND BY
PROTECTIVE ORDER

The undersigned, _____ (print or type name), an outside expert or consultant retained by _____ (print or type name of party or law firm), in connection with Travis v. Fluor Hanford, Inc., No.: CV-06-5017-LRS, USDC, E.D. Wash., hereby acknowledges that he or she has received a copy of the Protective Order entered in this action, has read same and agrees to be bound by all of the provisions thereof.

The undersigned further acknowledges that he or she has been given access to documents designated as Confidential and agrees to be bound by all of the provisions of said Protective Order applicable to such documents:

CERTIFICATE OF SERVICE

I certify that on November 6, 2006, I electronically filed the above and foregoing (Proposed) Protective Order Pursuant to Stipulation of the Parties with the Clerk of the Court using the CM/ECF System, which will send electronic notification of the filing to the following:

Plaintiff's Attorney

Edwin R. Burkhardt

Law Office of Edwin R. Burkhardt

1370 Stewart St.

Seattle, WA 98109

Phone: (253) 334-0339

Fax: (206) 621-8377

edburkhardt@lycos.com

edburkhardt@gmail.com

BY: 

Michael B. Saunders

WSBA No. 22230

Attorney for Defendant Fluor Hanford, Inc.

Halvorson Saunders & Willner, PLLC

999 Third Ave., Suite 3800

Seattle, WA 98104

TEL: (206) 386-7789

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